



MEMORANDUM OF AGREEMENT
FOR A WORKING RELATIONSHIP BETWEEN
THE
VIETNAM VETERANS ASSOCIATION OF AUSTRALIA INC.
AND THE
AUSTRALIAN PEACEKEEPER AND PEACEMAKER VETERANS' ASSOCIATION

Introduction

1. This Memorandum of Agreement provides a framework of overarching principles, which will be applied to the working relationship between the Vietnam Veterans Association of Australia Inc. (VVAA) and the Australian Peacekeeper and Peacemaker Veterans' Association (APPVA).

Life of the Agreement

2. The Agreement commences as at the date of signing by both association representatives. The Agreement will stay in force until such time as either association decides to end the Agreement.

General approach

3. Both associations agree to the following general approach:
- a. The arrangement will operate in an open way with both associations clear about the need for each association to maintain its independent identity.
 - b. Both associations will be clear about each other's obligations and accountabilities to its own membership base, and each other's strategic and operational requirements.
 - c. Nothing contained in this Agreement will prevent either association from acting independently on any issue.
 - d. Both associations are entering into the Arrangement for mutual gain and for the promotion of service and ex-service related issues, but not at the expense of either association at any time.
 - e. The arrangement will see the close cooperation on issues of mutual interest in each association program.

- f. Communication between associations will be open and transparent at all times.
- g. Communication about joint projects with any third party, particularly the media, will be subject to joint management, with both associations signing off on media releases and other jointly authored material.
- h. Both associations recognise that they have a strong interest in the maintenance of their own intellectual property rights, and both associations will have the right to assert their intellectual property rights to published material, patents and strategic development which may arise out of the agreement.
- i. The ownership, protection and exploitation of any intellectual property rights which may arise out of the agreement or joint working parties or collaborative research will be dealt with in a separate agreement in writing to be negotiated between the associations.
- j. There will need to be clear governance around the operation of the agreement which will need to be defined over time.
- k. Access to each other's facilities, sharing of assets and intellectual property for the purpose of this Agreement will be negotiated separately.

Specific Outcomes

- 4. Both associations seek the following outcomes:
 - a. A joint approach to issues of mutual interest or policy overlap.
 - b. A joint approach to major policy initiatives on issues of mutual interest, including submissions to government, funding grants.
 - c. Promote the associations as having like-minded attitudes to service and ex-service issues, including promotion of each association's activities.
 - d. Promote the relationship between the associations to government.
 - e. Sharing of information in relation to mutual interest issues and association activities which may have a bearing on the other association.
 - f. Joint policy development.
 - g. Practical Assistance including facility access, use of equipment and other resources as agreed.
 - h. Promote each association as the preferred provider of support functions to members who are removed from their own association support network.

- i. Involvement of each association, and recognition of each association as a valued observer and contributor at each other's state and national level meetings.
- j. Undertake joint association awareness programs, welfare initiatives and fund raising as appropriate.
- k. Support of each association's identity.
- l. Development of longer term plans relating to each association's future.

Governance Requirements

5. The VVAA and APPVA will agree this overall approach in accordance with their internal governance arrangements and the powers conferred in their respective policy and decision making bodies.
6. Decisions to undertake joint working projects will be made by the lead officers for both associations, subject to the ratification of the decisions by the appropriate decision-making body of each association.

Queries and Disagreements

7. In the unlikely event of a disagreement, a leader-level mediated compromise solution between the associations will be sought.

Funding

8. Both associations agree that they are responsible for their own funding. In the case of joint working, funding arrangements will be decided prior to commencing the joint effort.
9. Funding from external agencies may be sought for joint projects. Funds for such projects must be identified and confirmed before the start of the project.

Joint Activities

10. Clear and mutually agreed Terms of Reference will be drawn up for all joint activities prior to the activity commencing.

Third Parties

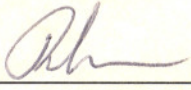
11. Either association may introduce third parties to the overall alignment of the VVAA and APPVA. However, any material alterations to the substance or membership of the Agreement must be agreed in writing by both associations.
12. Any third parties invited to take part in joint working parties under the auspices of this Agreement, will require the approval of both associations. These arrangements will be subject to further Heads of Agreement, in order to establish the responsibilities of all parties.

Conclusion

13. This Memorandum of Agreement provides a summary of the associations' aspirations for the Agreement, and the functioning of the Agreement. The Agreement may be amended at any time with the agreement of both associations.

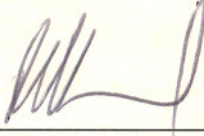
Signed by Mr Ron Coxon OAM, National President

(for and on behalf of the VVAA)


_____ Date 25/10/08

Signed by Mr Paul Copeland OAM JP, National President

(for and on behalf of APPVA)


_____ Date 25 OCT 2008